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9 **BEFORE THE**
BOARD OF REGISTERED NURSING
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 2009-192

13 VICTORIA NOELLE SECRERIAT,
a.k.a. VICTORIA SECRERIAT
14 209 S. Stephanie Street, Suite B #203
Henderson, NV 89012

A C C U S A T I O N

15 Registered Nurse License No. 639411

16 Respondent.

17
18 Complainant alleges:

19 **PARTIES**

20 1. Ruth Ann Terry, M.P.H., R.N. ("Complainant") brings this Accusation
21 solely in her official capacity as the Executive Officer of the Board of Registered Nursing
22 ("Board"), Department of Consumer Affairs.

23 2. On or about July 6, 2004, the Board issued Registered Nurse License
24 Number 639411 to Victoria Noelle Secreriat, also known as Victoria Secreriat ("Respondent").
25 Respondent's registered nurse license was in full force and effect at all times relevant to the
26 charges brought herein and will expire on January 31, 2010, unless renewed.

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1 In or about May 2008, pursuant to the Agreement for Probation in the disciplinary proceeding.....
2 titled *In the Matter of Victoria Secreriat Licensed Professional Nurse Nevada License No.*
3 *RN 36178*, Case No. 1135-07C, the Nevada Board revoked Respondent's license to practice
4 professional nursing in that state. The revocation was stayed and Respondent was placed on
5 probation for three (3) years on terms and conditions. Respondent admitted that in or about
6 October 2007, while working as a registered nurse at a Nevada hospital, she removed narcotics
7 from the Pandora system and failed to document administration or wastage of the narcotics.
8 Respondent's conduct constitutes a violation of the Nevada Revised Statutes 632.320 (7),
9 unprofessional conduct, and Nevada Administrative Code 632.890 (16), failing to properly
10 document controlled substances. A true and correct copy of the Agreement for Probation is
11 attached as Exhibit "A" and incorporated herein by reference.

12 **PRAYER**


13 WHEREFORE, Complainant requests that a hearing be held on the matters herein
14 alleged, and that following the hearing, the Board of Registered Nursing issue a decision:

15 1. Revoking or suspending Registered Nurse License Number 639411, issued
16 to Victoria Noelle Secreriat, also known as Victoria Secreriat;

17 2. Ordering Victoria Noelle Secreriat, also known as Victoria Secreriat, to
18 pay the Board of Registered Nursing the reasonable costs of the investigation and enforcement of
19 this case, pursuant to Business and Professions Code section 125.3;

20 3. Taking such other and further action as deemed necessary and proper.

21 DATED: 3/5/09

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RUTH ANN TERRY, M.P.H., R.N.
Executive Officer
Board of Registered Nursing
Department of Consumer Affairs
State of California

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27 Complainant

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EXHIBIT A

CONSENT AGREEMENT AND ORDER NO. 0710029

ORIGINAL

BEFORE THE NEVADA STATE BOARD OF NURSING

IN THE MATTER OF
VICTORIA SECRERIAT
LICENSED PROFESSIONAL NURSE
NEVADA LICENSE NO. RN36178
RESPONDENT

AGREEMENT FOR
PROBATION

CASE NO. 1135-07C

This Agreement is hereby entered into between VICTORIA SECRERIAT, (RESPONDENT) and the NEVADA STATE BOARD OF NURSING, (BOARD).

It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, that the following statements are true:

1. Respondent is aware of, understands, and has been advised of the effect of this Agreement, which Respondent herein has carefully read and fully acknowledges. No coercion has been exerted on the Respondent. Respondent acknowledges her right to an attorney at her own expense. The Respondent has had the benefit at all times of obtaining advice from competent counsel of her choice.

2. Respondent understands the nature of the allegations under investigation by the Nevada State Board of Nursing. Respondent freely admits that on or about October 2007, while working as a Registered Nurse at a Nevada Hospital, she removed narcotics from the Pandora system and failed to document administering the narcotics, and failed to document wasting the narcotics. Respondent acknowledges this conduct constitutes a violation of the Nevada Revised Statutes 632.320 (7) unprofessional conduct; and Nevada Administrative Code 632.890 (16) failing to properly document controlled substances. Respondent further acknowledges that such acts and admissions subject her to disciplinary action by the Board.

3. Respondent is aware of the Respondent's rights, including the right to a hearing on any charges and allegations, the right to an attorney at her own expense, the right to examine

1 witnesses who would testify against her, the right to present evidence in her favor and call
2 witnesses on her behalf, or to testify herself, the right to contest the charges and allegations, the
3 right to reconsideration, appeal or any other type of formal judicial review of this matter, and any
4 other rights which may be accorded to her pursuant to the Nevada Administrative Procedures Act
5 and the provisions of Chapter 632 of the Nevada Revised Statutes and the Nevada
6 Administrative Code. Respondent agrees to waive the foregoing rights upon acceptance of
7 this Agreement by the Board.

8 4. Respondent understands that the Board is free to accept or reject this Agreement,
9 and if rejected by the Board, a disciplinary proceeding may be commenced.

10 5. Should the Agreement be rejected by the Board, it is agreed that presentation to
11 and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or
12 any of its members, from further participation, consideration, adjudication or resolution of these
13 proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

14 6. If, after notice and hearing, Respondent is found to have violated the terms or
15 conditions of probations, the Board may revoke probation for Respondent and carry out the
16 disciplinary order of revocation set forth herein. The Board shall have continuing jurisdiction
17 over any petition to revoke probation filed against Respondent until such matter is final.

18 7. This Agreement shall only become effective when both parties have duly
19 executed it and unless so executed, this Agreement will not be construed as an admission.

20 8. This Agreement shall not be construed as excluding or reducing any criminal or
21 civil penalties or sanction or other remedies that may be applicable under federal, state or local
22 laws.

23 9. This Agreement shall cover any nursing license and/or certificate issued by the
24 State of Nevada.

25 10. Based upon the foregoing stipulations and recitals, it is hereby agreed that the
26 Board may issue the following decision and order:

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DECISION AND ORDER

IT IS HEREBY ORDERED that Nevada Licensed Professional Nurse, license number RN36178, issued in the name of VICTORIA SECRERIAT, be revoked, provided, however, that the execution of the order of revocation is stayed, and the license is placed on probation (RESTRICTED LICENSURE) for a minimum of three (3) years with the following terms and conditions:

1. **EDUCATION AND/OR REMEDIATION REQUIREMENTS**

Respondent, within the first twelve (12) months of this Agreement, shall take, and successfully complete the following course(s):

- a. Legal ethics in nursing for a minimum of 30 contact hours; and
- b. Documentation in nursing for a minimum of 30 contact hours; and
- c. The Nevada Nurse Practice Act web based course; and
- d. Medication administration for a minimum of 30 contact hours.

The courses must be pre-approved by the Executive Director, or the Compliance Coordinator. Documentation of successful course completion must be submitted to the Board within twelve (12) months of the execution of this Agreement.

2. **ABSTINENCE FROM ALCOHOL, MOOD ALTERING DRUGS, CONTROLLED SUBSTANCES**

Respondent shall abstain from the use of alcohol and all mood-altering drugs and controlled substances except when absolutely required for documented medical treatment. All other methods of alternative treatment must be tried first. Failure of the alternative treatment must be documented in the Respondent's health care record prior to use of any mood-altering drugs. A health care professional legally authorized by law, who has knowledge of the disease of addiction, must prescribe any mood-altering medications. This treatment must be reported to the Board, in writing, within seven (7) days, accompanied by the documentation described above. The Board, or its authorized representative, may require additional treatment until Respondent documents sobriety after periods of prescribed mood-altering drug use. Failure to provide health care records to the Board may be considered a violation of this Agreement.

1 3. SUBMISSION TO URINE, BLOOD, OR OTHER TESTS FOR DRUGS OF
2 ABUSE

3 Respondent shall submit to random urine, blood or other tests for drugs of abuse and/or alcohol
4 when requested by her counselor, supervisor, or representative of the Board; however, these tests
5 shall occur no less than twelve (12) times per year. Respondent shall register with the Board
6 approved urine drug-screening program and, if necessary, cause her physician to write a standing
7 order for testing for alcohol and drugs of abuse. These tests shall be treated as forensic
8 specimens and submitted to a Board-approved laboratory. Respondent shall cause the results to
9 be given to the requesting party and the Board. Any confirmed positive finding shall be reported
10 immediately to the Board. Changes in frequency of tests may be approved by the Compliance
11 Coordinator and/or the Disability Advisory Committee.

12 4. WRITTEN NOTIFICATION OF CHANGE OF ADDRESS

13 Respondent shall notify the Board, in writing of, and prior to, any change of address.

14 5. LICENSE MARKED "RESTRICTED" AND RETURN OF UNMARKED
15 LICENSE

16 Respondent shall have her license marked "Restricted" through out the probationary period.
17 Upon receipt of the marked license, Respondent shall immediately return her unmarked license
18 to the Board office.

19 6. ATTENDANCE AT A BOARD MEETING MANDATORY

20 Respondent shall, during the first year of this Agreement, attend a minimum of one meeting of
21 the Nevada State Board of Nursing during which disciplinary hearing are held. This shall not
22 include any meeting at which her own case is considered.

23 7. TIME EARNED OFF PROBATION

24 Respondent shall only receive credit toward service of her probation period while employed in a
25 capacity for which nursing licensure/certification is required and subject to adequate supervision
26 approved by the Board.

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1 8. WRITTEN EMPLOYMENT SITE APPROVAL BY BOARD STAFF

2 The Board shall approve all employment sites (changes in specialty and/or work site or unit,
3 including changes within the same facility or under the same employer) requiring a nursing
4 license/certificate prior to commencement of work. Approval is given through the Executive
5 Director, or the Compliance Coordinator. Registration with a Board approved urine drug-
6 screening program is required prior to commencement of employment.

7 9. WRITTEN NOTIFICATION OF TERMINATION OF EMPLOYMENT TO
8 BOARD

9 Respondent is required to notify the Board in writing within seventy-two (72) hours after
10 commencement or termination of any nursing employment. Any notification regarding
11 termination shall contain a full explanation of the circumstances surrounding it.

12 10. DIRECTION BY A REGISTERED NURSE

13 Respondent shall be employed in a setting in which direction is provided by a Registered Nurse.
14 Direction shall mean: the intermittent observation, guidance and evaluation of the nursing
15 practice by a licensed professional nurse who may only occasionally be physically present; the
16 degree of direction needed shall be determined by an evaluation of the patient care situation, and
17 the demonstrated proficiency of the Respondent.

18 11. RESTRICTION FROM FUNCTIONING IN A SUPERVISORY ROLE

19 Respondent may not function as a supervisor, including as a head nurse or charge nurse for a
20 minimum of one (1) year and unless approved by the Compliance Coordinator and/or the
21 Disability Advisory Committee.

22 12. ACCESS TO CONTROLLED SUBSTANCES

23 Respondent shall have no access to controlled substances during her employment as a licensed
24 nurse until all educational requirements have been successfully met and until specifically
25 authorized by the Compliance Coordinator and/or the Disability Advisory Committee.

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1 13. LIMITATION ON HOURS WORKED

2 Respondent shall not work more than ninety (90) hours in nursing in a two (2) week period.
3 Changes in hours may be approved by the Compliance Coordinator and/or the Disability
4 Advisory Committee.

5 14. SUBMISSION OF AGREEMENT TO IMMEDIATE SUPERVISOR

6 Respondent shall provide a complete copy of this Agreement to her employer and immediate
7 supervisor prior to commencement of work.

8 15. INITIAL SUPERVISOR REPORTS (DUE PRIOR TO BEGINNING
9 EMPLOYMENT)

10 Respondent shall cause her nursing supervisor (the person who is directly responsible for
11 everyday nursing functions) to submit a written report prior to the commencement of
12 employment. A form is provided for this report. A report shall be submitted by each additional
13 or subsequent supervisor during the entire probationary period and shall be due prior to the
14 commencement of employment.

15 16. SUPERVISOR REPORTS

16 Respondent shall cause her nursing supervisor (the person who is directly responsible for
17 everyday nursing functions) to submit quarterly written reports to the Board addressing work
18 attendance, reliability, ability to carry out assigned nursing functions, ability to handle stress
19 (change in behavior patterns), and any other information the employer or supervisor feels would
20 assist the Board in its ultimate review of Respondent's case. The supervisor shall include
21 notification of any infractions of laws that come to her attention, and any other relevant
22 information.

23 17. SELF REPORTS

24 Respondent shall submit reports, whether working or not, on her progress, her ability to handle
25 stress, her mental and physical health, her current job duties and responsibilities, her ability to
26 practice nursing safely, and any changes in her plan for meeting the stipulations of this
27 Agreement.

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1 18. REPORT DUE DATES

2 Respondent shall cause all reports to be in writing and submitted directly to the Board on a
3 monthly basis **whether working or not** unless otherwise specified. These reports shall begin
4 one (1) month subsequent to the execution of this Agreement and are due no later than the last
5 day of the month. It is the obligation of the Respondent to ensure that all written reports are on
6 time. The failure to submit the reports on time may be considered a violation of this Agreement.
7 Changes in the frequency of reporting may be approved by the Executive Director or the
8 Compliance Coordinator and/or the Disability Advisory Committee.

9 19. ATTENDANCE AT ORIENTATION MANDATORY

10 Respondent shall attend an orientation meeting to facilitate understanding and accountability of
11 the terms and conditions of this Agreement/Order as scheduled by the Compliance Coordinator.
12 Failure to attend this orientation will be considered a violation of this Agreement/Order.

13 20. REQUIREMENT TO MEET WITH THE BOARD OR STAFF UPON
14 REQUEST

15 Respondent shall meet with the Board or its representatives upon request and shall cooperate
16 with representatives of the Board in their supervision and investigation of Respondent's
17 compliance with the terms and conditions of this Agreement.

18 21. FINANCIAL RESPONSIBILITIES AND MONITORING FEES (DUE
19 MONTHLY)

20 Respondent shall be financially responsible for all requirements of this Agreement, including any
21 financial assessments by the Board for the cost of monitoring her compliance with this
22 Agreement. Respondent may be assessed a late fee for monitoring fees that are received more
23 than ten (10) calendar days after the due date.

24 22. REQUIRED NOTIFICATION OF OTHER STATES OF LICENSURE
25 AND/OR CERTIFICATION

26 Respondent shall, upon execution of this Agreement, provide a copy of this Agreement to any
27 other state Board of Nursing in whose jurisdiction she has been issued a nursing
28 license/certificate (current or not). Respondent shall also provide a copy of this Agreement to

1 any other regulatory agency in whose jurisdiction she has applied or will apply for a
2 license/certificate.

3 23. **VIOLATIONS TO BE REPORTED TO BOARD WITHIN SEVENTY-TWO**
4 **(72) HOURS**

5 Respondent shall practice in accordance with the Nurse Practice Act and Board established
6 Standards of Practice. Respondent shall obey all federal, state and local laws, employer policy or
7 contracts, and orders of the Board, pertaining to the practice of nursing in this state. Any and all
8 violations shall be reported by the Respondent to the Board in writing within seventy-two (72)
9 hours. It is the Respondent's responsibility to resolve with the Executive Director, or the
10 Compliance Coordinator any confusion regarding what laws pertain to nursing.

11 24. **CONSEQUENCES OF FURTHER VIOLATIONS INCLUDING**
12 **VIOLATIONS OF THIS AGREEMENT; AGREEMENT TO SURRENDER**
13 **LICENSE AND/OR CERTIFICATE**

14 Respondent acknowledges that if she should violate one or more of the terms of restricted
15 licensure/certification, the Board may revoke, or invoke other appropriate discipline against her
16 license/certificate to practice nursing, subject only to the requirement that the Board shall, prior
17 to such disciplinary action, conduct a hearing in accordance with the Nevada Nurse Practice Act
18 for the limited purpose of establishing that there has, in fact, been a violation of the stipulations
19 of this Agreement. In the event that a violation of the stipulations is alleged, Respondent agrees
20 to surrender her license/certificate to the Executive Director, or the Compliance Coordinator, if
21 they so request, and refrain from practicing nursing until entry of a final order of the Board or a
22 court of competent jurisdiction, whichever last occurs, regarding a potential violation.

23 25. **REPORTING TO NATIONAL DISCIPLINARY DATA BANKS**

24 This agreement will become part of the Respondent's permanent record, will become public
25 information, will be published with the list of disciplinary actions the Board has taken, and may
26 be reported to any national repository which records disciplinary action taken against licensees
27 or holders of certificates; or any agency or another state which regulates the practice of nursing.
28 The Agreement may be used in any subsequent hearings by the Board.

26. TERMINATION OF PROBATION


Upon completion of the stipulations of this Agreement, Respondent shall apply for termination of probation and issuance of unrestricted licensure/certification on forms supplied by the Board. Respondent shall meet with the Compliance Coordinator and/or the Disability Advisory Committee for evaluation of compliance and recommendation for termination of probation. The probation shall continue until terminated by the Board.

NEVADA STATE BOARD OF NURSING retains jurisdiction in this case until all conditions have been met to the satisfaction of the Board.

Dated this 22 day of May, 2008

Victoria Secarik
RESPONDENT
VICTORIA SECRERIAT

Dated this 22 day of May, 2008


Tracy Singh, Esq.

Accepted and approved this 21st day of May, 2008

NEVADA STATE BOARD OF NURSING

By:

Helen Vos, MS, RN
Board President